

38. A composition according to claim 20, wherein (B) is a copolymer of ethylene and maleic anhydride.

B6 39. A composition according to claim 37, wherein (B) is a copolymer of ethylene and maleic anhydride.

40. A composition according to claim 39, wherein (C) is an ethylene/alkyl (meth)acrylate/(meth)acrylic acid copolymer.

REMARKS

The Office Action of March 14, 2001 has been carefully studied. The claims in the case are now 20-40 with original claims 1-19 being canceled. It is noted, however, that of the original claims, claims 2 and 3 were not rejected over the prior art. Accordingly, claim 20 corresponds to claim 2 written in independent form and claim 21 corresponds to claim 3 written in independent form. All of the remaining claims are dependent either directly or indirectly on claims 20 and 21.

The following paragraphs correspond to the order of the paragraphs of the Office Action:

Referring to the election of species requirement, it is respectfully submitted that at least one of the newly added claims is an allowable generic claim, e.g. claim 23, and as such, all the species should be acted on.

Rejection Under 35 U.S.C. 112 First Paragraph

As the Examiner has suggested, the expression "a product" is now canceled both from the specification and all the claims. On the other hand, it is respectfully submitted that Applicants' invention as broadly stated in new claims 20 and 21 is enabled under the Jurisprudence set forth in the landmark decision *In re Marzocchi* (CCPA 1971) 439 Fed. 2nd 220, 169 USPQ 367. In the highly crowded art relating to the present invention, it is respectfully submitted that one of ordinary skill in the art is given reasonable assurance by the present application that all the compounds embraced by claims 20 and 21 would be useful. Conversely, if the Examiner believes that there are particular species which would not work or could not be prepared, the Examiner is courteously requested to identify such species so that Applicants would

have the opportunity of providing a Declaration Under 37 C.F.R. § 1.132, for proof of enablement, as permitted by the landmark decision *In re Robins* (CCPA 1970) 429 Fed. 2nd 452, 166 USPQ 552. Furthermore, as the experienced Examiner appreciates, a disclosure is enabling, even if a considerable amount of experimentation is involved as long as it is merely routine and not undue. *Ex parte Forman et al.* (BPAI 1986) 230 USPQ 546. Thus, under the standard of objective enablement, Applicants' claims are respectfully submitted to be sufficiently enabled, but if the Examiner can identify species which are problematic, Applicants should be given the opportunity of offering rebuttal evidence.

It is appreciated that in the application, there is language such as "the first form of the invention" and "another form of the invention", but it is respectfully submitted that these forms of the invention are merely subgeneric disclosures of the full scope of Applicants' invention as set forth in the paragraph bridging pages 1 and 2 of the specification as well as the following paragraph. Furthermore, Applicants' original broad claim was not limited to either "the first form" or "the other form", and it is well settled that it is the Applicant who defines the intended scope of his invention. (The Examiner's indicated acceptable definition of component (A) set forth on page 3 of the Office Action, second complete paragraph is incorporated in new claim 23, but Applicants respectfully submit that this definition is highly restricted as compared to Applicants' intended breadth.)

Rejection Under 35 U.S.C. 112 Second Paragraph

Applicants do not understand the rejection of the claims as being indefinite. It is believed that one of ordinary skill in the art would know if a given composition would literally infringe claim 20 or claim 21, irrespective of the broad definitions of (A) and (C) in claim 20 and (B) and (C) in claim 21. It is also settled that the breadth of a given term is not to be equated with indefiniteness. As stated in M.P.E.P. 706.03(d) "The fact that a claim is broad does not necessarily justify a rejection on the ground that the claim is vague and indefinite or incomplete". Accordingly, reconsideration of the rejection on the grounds of indefiniteness is courteously requested.

Rejection Under 35 U.S.C. 102(b)

As discussed at the beginning of these remarks, the new claims are all based on claims 2 and 3 which were not rejected under 35 U.S.C. 102(b) or under any other prior art section of the statute.

In view of the new schedule of claims and the above remarks, favorable reconsideration is courteously requested. Conversely, if there are any residual issues which can be expeditiously resolved by a telephone conference, the Examiner is courteously invited to telephone Counsel at the number indicated below.

Respectfully submitted,



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IN THE SPECIFICATION

The paragraph beginning on page 2, line 3, has been amended as follows:

The present invention relates to a thermoplastic composition comprising a thermoplastic polymer, in which polymer is incorporated a crosslinked phase originating from the reaction:

- of ~~a product~~ (A) comprising an unsaturated epoxide or a compound containing 2 epoxide functional groups
- of ~~a product~~ (B) comprising an unsaturated carboxylic acid anhydride
- of ~~a product~~ (C) comprising an unsaturated carboxylic acid or of an α,ω -aminocarboxylic acid.

The paragraph beginning on page 3, line 14, has been amended as follows:

Mention may be made, by way of examples of ~~product~~ (A), ~~of~~ are those comprising ethylene and an unsaturated epoxide.

The paragraph beginning on page 4, line 22, has been amended as follows:

According to another form of the invention, ~~the product~~ (A) is a product having two epoxide functional groups, such as, for example, bisphenol A diglycidyl ether (BADGE).

The paragraph beginning on page 4, line 25, has been amended as follows:

Mention may be made, by way of examples of ~~product~~ (B), ~~of~~ are those comprising ethylene and an unsaturated carboxylic acid anhydride.

The paragraph beginning on page 5, line 11, has been amended as follows:

As regards ~~the product~~ (C) comprising an unsaturated carboxylic acid, mention may be made, by way of example, of the completely or partially hydrolysed ~~products~~ (B). (C) is, for

example, a copolymer of ethylene and of an unsaturated carboxylic acid and advantageously a copolymer of ethylene and of (meth)acrylic acid.

IN THE CLAIMS

Claims 1-19 have been canceled.

Claims 20-40 have been added.